

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 4 (MC2013-27)

Docket No.
CP2013-35

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO A GLOBAL EXPEDITED PACKAGE SERVICES -
NON-PUBLISHED RATES 4 CONTRACT WITH SERIAL NUMBER ENDING IN 0017
(March 10, 2014)**

The contract with the serial number ending in -0017 that was filed in this docket was originally scheduled to expire on March 10, 2014.¹ Attached to this notice is a Modification Two,² which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire at 11:59 p.m. on March 18, 2014.

The customer has recently signed a Global Expedited Package Services – Non-Published Rates 4 Version 2 agreement, which has the effective date of March 19, 2014, that the Postal Service intends to file with the Commission soon. In the meantime, however, the Postal Service respectfully requests that the Postal Regulatory Commission approve a brief extension of the contract with the serial number ending in -

¹ See Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 4 Serial Numbers Ending: 0015-0019 and 0024, Docket No. CP2013-35, March 11, 2013, and Article 12 of Customer Contract with Serial Number ending in -0017.

² A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Request of the United States Postal Service to Add Global Expedited Package Services - Non-Published Rates 4 (GEPS - NPR 4) to the Competitive Products List and Notice of Filing GEPS - NPR 4 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2013-27 and CP2013-35, December 21, 2012, Attachment 1.

0017 that was filed in this docket. The Postal Service requests that the contract with the serial number ending in -0017 that was filed in this docket be extended to March 18, 2014.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno

Chief Counsel

Global Business and Service Development

Corporate and Postal Business Law Section

Christopher C. Meyerson

Attorney

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-7820; Fax -5628
March 10, 2014

**MODIFICATION TWO TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 21, 2013, and signed by the USPS on February 22, 2013, as modified by Modification One signed by the Mailer on October 11, 2013, and by the USPS on October 18, 2013. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 12, Term Of The Agreement.

Article 12. Term Of The Agreement shall now read as follows:

ARTICLE 12. TERM OF THE AGREEMENT

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on March 18, 2014, unless terminated sooner pursuant to Article 13 or Article 14.

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2013-35 Serial Number NPR4-FY13-JAN13-M-T6-0017). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2014 and ACR2015. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the

USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:



Name:

Frank A. Cebello

Title:

Executive Director, Global Business Management

Date

3/10/14

ON BEHALF OF

Signature:

Name:

Title:

Date:

3/10/2014

Confidential

USPS / 03/2014

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